



STATE OF IOWA  
MASTER AGREEMENT

MA# 005 CT1163-2X 3

EFFECTIVE BEGIN DATE: 03-01-2006  
EXPIRATION DATE: 02-28-2007  
PAGE: 1 of 6

BUYER : DAVID KAILI  
Dave.Kaili@iowa.gov  
515-281-4774

FOB FOB Dest, Freight Prepaid

PAYMENT TERMS (%): DAYS:

**VENDOR:**

Linweld  
1630 NE 54th Ave

Des Moines, IA 50313  
USA

**VENDOR CONTACT:**

John Goldsberry  
PHONE: 402-323-8450 EXT:  
EMAIL: jgoldsberry@linweld.com  
VENDOR #: 47035308504

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**DESCRIPTION OF ITEMS CONTRACTED**

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Industrial and Medical Gase

Contract to provide Industrial and Medical Gases pursuant to the specifications, terms and conditions of RFB# 405MEDG0126 dated January 26, 2005 on file with the Department of Administrative Services, General Services Enterprise/Purchasing, Hoover State Office Building, Level A, Des Moines IA, 50319-0104

**RENEWAL PERIODS**

FROM 03-01-2006 TO 02-28-2007  
FROM 03-01-2007 TO 02-29-2008  
FROM 03-01-2008 TO 02-28-2009

**THRESHOLDS**

MINIMUM ORDER AMOUNT:  
MAXIMUM ORDER AMOUNT:  
NOT TO EXCEED AMOUNT:

AUTHORIZED DEPARTMENT  
ALL

**TOTAL \$0.00**

VENDOR: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_

THIS MA IS SUBJECT TO THE TERMS AND  
CONDITIONS ATTACHED HERETO.  
PLEASE SEE ATTACHMENTS FOR  
FURTHER DESCRIPTIONS.



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
1	0.00000	CYL	4309254	\$4.470000 \$0.000000
			OXYGEN INDUSTRIAL GAS	
			For Mitchellville only: Oxygen A D 15 C.F.	
2	0.00000	CYL	4309254	\$5.960000 \$0.000000
			OXYGEN INDUSTRIAL GAS	
			For Mitchellville only: Oxygen K 249 C.F.	
3	0.00000	CYL	4309254	\$4.470000 \$0.000000
			OXYGEN INDUSTRIAL GAS	
			For Mitchellville only: Oxygen R 20 C.F.	
4	0.00000	CYL	4309210	\$16.710000 \$0.000000
			ACETYLENE INDUSTRIAL/WELDING GAS	
			For Mitchellville only: Acetylene A 145 130 C.F.	
5	0.00000	CYL	4309210	\$5.640000 \$0.000000
			ACETYLENE INDUSTRIAL/WELDING GAS	
			For Mitchellville only: Acetylene B 40 C.F.	
6	0.00000	CYL	43048	\$0.000000 \$0.000000
			Medical Gases (For Anesthesia and Respiration Therapy): Carb	
			For Mitchellville only: Acetylene Medical 10 C.F. ( No quote submitted)	
7	0.00000	CYL	43042475103	\$0.080000 \$0.000000
			CYLINDER RENTAL, DAILY RATE	
			For Mitchellville only: Rental per day per cylinder	
8	0.00000	CYL	4309254	\$5.960000 \$0.000000
			OXYGEN INDUSTRIAL GAS	
			For Woodward only: Oxygen K large	
9	0.00000	CYL	4309254	\$3.240000 \$0.000000
			OXYGEN INDUSTRIAL GAS	
			For Woodward only: Oxygen LW 150 E Medium	
10	0.00000	CYL	4309254	\$3.170000 \$0.000000
			OXYGEN INDUSTRIAL GAS	
			For Woodward only: Oxygen LW 150 D Small	
11	0.00000	CYL	4309254	\$4.470000 \$0.000000
			OXYGEN INDUSTRIAL GAS	
			For Woodward only: Oxygen Non Medical R Small	
12	0.00000	CYL	4309214	\$15.800000 \$0.000000
			ARGON INDUSTRIAL GAS	
			For Woodward only: Argon CO2 75/25 Large S	
13	0.00000	CYL	4309214	\$7.310000 \$0.000000
			ARGON INDUSTRIAL GAS	
			For Woodward only: Argon CO2 75/25 Small Q	
14	0.00000	CYL	4304205	\$25.860000 \$0.000000
			AIR, COMPRESSED	
			For Woodward only: Tri-mix Helium CO2 Argon Large S for Stainless Steel	
15	0.00000	CYL	4309210	\$16.710000 \$0.000000
			ACETYLENE INDUSTRIAL/WELDING GAS	
			For Woodward only: Acetylene wls Large	
16	0.00000	CYL	4309210	\$5.640000 \$0.000000
			ACETYLENE INDUSTRIAL/WELDING GAS	
			For Woodward only: Acetylene Small B	



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17	0.00000	CYL	4309210	\$1.790000 \$0.000000
			ACETYLENE INDUSTRIAL/WELDING GAS	
			For Woodward only: MC Acetylene X-Small	
18	0.00000	CYL	4309237	\$36.130000 \$0.000000
			HELIUM INDUSTRIAL GAS	
			For Woodward only: Helium 800 Tank Large T	
19	0.00000	CYL	4309210	\$16.710000 \$0.000000
			ACETYLENE INDUSTRIAL/WELDING GAS	
			For Woodward only: Acetylene Medium S	
20	0.00000	CYL	4309237	\$21.000000 \$0.000000
			HELIUM INDUSTRIAL GAS	
			For Woodward only: Helium Medium S	
21	0.00000	CYL	4309249	\$5.330000 \$0.000000
			NITROGEN	
			For Woodward only: 420 Nitrogen	
22	0.00000	CYL	43042475103	\$0.080000 \$0.000000
			CYLINDER RENTAL, DAILY RATE	
			For Woodward only: Rental per day per cylinder	
23	0.00000	CYL	4309214	\$17.840000 \$0.000000
			ARGON INDUSTRIAL GAS	
			For Newton only: Argon CO2 92/8 336 C.F.	
24	0.00000	CYL	4309214	\$15.800000 \$0.000000
			ARGON INDUSTRIAL GAS	
			For Newton only: Argon CO2 75/25 375 C.F.	
25	0.00000	CYL	4309254	\$5.960000 \$0.000000
			OXYGEN INDUSTRIAL GAS	
			For Newton only: Oxygen 244 C.F.	
26	0.00000	CYL	4309210	\$16.710000 \$0.000000
			ACETYLENE INDUSTRIAL/WELDING GAS	
			For Newton only: Acetylene 135 C.F.	
27	0.00000	CYL	43042475103	\$0.080000 \$0.000000
			CYLINDER RENTAL, DAILY RATE	
			For Newton only: Rental per day per cylinder	
28	0.00000	CYL	4309214	\$10.090000 \$0.000000
			ARGON INDUSTRIAL GAS	
			For FT Dodge only: Argon CO2 75/25 125 C.F.	
29	0.00000	CYL	4309214	\$10.090000 \$0.000000
			ARGON INDUSTRIAL GAS	
			For FT Dodge only: Argon 125 C.F.	
30	0.00000	CYL	4309250	\$35.910000 \$0.000000
			NITROGEN, LIQUID, COMPRESSED, WELDING	
			For FT Dodge only: Liquid Nitrogen	
31	0.00000	CYL	4304205	\$16.440000 \$0.000000
			AIR, COMPRESSED	
			For FT Dodge only: Shielding Gas 95/5 300 C.F.	
32	0.00000	CYL	4309254	\$5.960000 \$0.000000
			OXYGEN INDUSTRIAL GAS	
			For FT Dodge only: Oxygen	
33	0.00000	CYL	43042475103	\$0.080000 \$0.000000
			CYLINDER RENTAL, DAILY RATE	
			For FT Dodge only: Rental per day per cylinder	



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
34	0.00000	CYL	4309210	\$5.640000 \$0.000000
			ACETYLENE INDUSTRIAL/WELDING GAS	
			For Glenwood only: Acetylene B 251 C.F.	
35	0.00000	CYL	4304860	\$3.170000 \$0.000000
			OXYGEN, FOR MEDICAL USE	
			For Glenwood only: Oxygen D USP Medical LW 140	
36	0.00000	CYL	4304860	\$3.240000 \$0.000000
			OXYGEN, FOR MEDICAL USE	
			For Glenwood only: Oxygen E USP Medical LW 150	
37	0.00000	CYL	4309237	\$27.910000 \$0.000000
			HELIUM INDUSTRIAL GAS	
			For Glenwood only: Helium H 810	
38	0.00000	CYL	4304231	\$7.100000 \$0.000000
			CARBON DIOXIDE (CO2)	
			For Glenwood only: CO2 K 50 LBS	
39	0.00000	CYL	4309210	\$1.790000 \$0.000000
			ACETYLENE INDUSTRIAL/WELDING GAS	
			For Glenwood only: MC Acetylene 250 C.F.	
40	0.00000	CYL	4304861	\$47.300000 \$0.000000
			OXYGEN, LIQUID, FOR MEDICAL USE	
			For Glenwood only: PG 50 Liquid Oxygen USP 230 PSI Med m195m	
41	0.00000	CYL	4309232	\$10.240000 \$0.000000
			GASES, INDUSTRIAL AND WELDING	
			For Glenwood only: Propane #33	
42	0.00000	CYL	4309254	\$4.470000 \$0.000000
			OXYGEN INDUSTRIAL GAS	
			For Glenwood only: Oxygen R20x 160 C.F.	
43	0.00000	CYL	4309254	\$5.300000 \$0.000000
			OXYGEN INDUSTRIAL GAS	
			For Glenwood only: Oxygen S 120 C.F.	
44	0.00000	CYL	4309210	\$16.710000 \$0.000000
			ACETYLENE INDUSTRIAL/WELDING GAS	
			For Glenwood only: Acetylene Small 210 C.F.	
45	0.00000	CYL	4309249	\$6.530000 \$0.000000
			NITROGEN	
			For Glenwood only: Nitrogen T 300-800	
46	0.00000	CYL	4309210	\$16.710000 \$0.000000
			ACETYLENE INDUSTRIAL/WELDING GAS	
			For Glenwood only: Acetylene wsn Small 211 C.F.	
47	0.00000	CYL	43042475103	\$0.080000 \$0.000000
			CYLINDER RENTAL, DAILY RATE	
			For Glenwood only: Rental per day per cylinder	
48	0.00000	CYL	43027	\$175.000000 \$0.000000
			Gas Cylinders, Empty, Commercial Sizes	
			For All Agencies: Vendor owned cylinders not returned within 60 days after termination of contract.	



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## **TERMS AND CONDITIONS**

### **Incorporation**

The Request for Proposal and/or bid documents for this project and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State or the Vendor are incorporated into this Contract by reference as if fully set forth in this Contract.

### **Remedies upon Default**

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

### **Force Majeure**

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

### **Subcontractors**

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

### **Termination-Non-Appropriation**

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

### **Immunity of State/Fed Agencies**

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

### **Assignment**

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

### **Anti-Trust Assignment**

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

### **Delivery and Acceptance**

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

- A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.
- B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.
- C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

### **Delivery and Acceptance (cont)**

- D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.
- E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

### **Title to Goods**

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

### **Indemnification**

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

### **Nondiscrimination**

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

### **Warranty**

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

### **Taxes**



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The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

**Hazardous Material**

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

**Public Records**

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

**Miscellaneous**

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

**Records Retention**

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

**Independent Contractor**

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

**Performance Monitoring**

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.